

How to Use the Hazardous, Medical, Hard-to- Manage Waste, Collection, Disposal and Emergency Response Statewide Contract

Contract #: FAC53	Contract Duration: 4/01/11 to 4/1/13
MMARS #: FAC53*	Options to Renew: Potential 1-Year Extension Pending
Contract Manager:	Dmitriy Nikolayev - 617-720-3351 dmitriy.nikolayev@state.ma.us
This contract contains: Environmentally Preferable Products (EPP), Small Business Purchasing Program (SBPP), and Supplier Diversity Office (SDO) Contractors	
Last change date:	1/10/2013

Contract Summary

Contract Description: This is a statewide contract for Hazardous, Medical and Hard-to-Manage Waste Collection, Disposal and Emergency Response that includes the following categories:

- Category 1 - Hazardous Materials Collection and Disposal
- Category 2 - Hazardous Waste Collection Events
- Category 3 - Medical/Infectious Waste Collection and Disposal
- Category 4 - Containers for Non-Commercially Generated Sharps Collection
- Category 5 - Absorbent Recycling for Automotive Fluids
- Category 6 - Mercury Waste
- Category 7 - Electronic Waste

Benefits and Cost Savings

Keeping these materials out of the waste stream reduces the impact of pollution and works toward improving the quality of water, soil and air. Recycling these materials can reduce the cost of expensive hazardous materials disposal. In addition, depending on the markets, many of these materials have the potential to generate a revenue stream for recyclers, which may equate to rebates and other cost savings for contract users. As a result, contract users should obtain quotes from more than one vendor in an effort to obtain the best pricing.

Who Can Use This Contract?

Applicable Procurement Law: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

Eligible Entities:

01. Cities, towns, districts, counties and other political subdivisions
02. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
03. Independent public authorities, commissions and quasi-public agencies
04. Local public libraries, public school districts and charter schools;
05. Public Hospitals, owned by the Commonwealth;
06. Public institutions of high education
07. Public purchasing cooperatives;
08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
09. Other states and territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

Vendor List and Contact Information

Contractor	Contact Name / Phone	Email	Awarded Category
Clean Harbors Environmental Services, Inc.	Bob Smith 781-380-7126	smithro@cleanharbors.com	1, 2
Clean Venture, Inc.	Michael Wedge 508-872-5000	mnowal@cyclechem.com	2
Complete Recycling Solutions, LLC	Steve Paiva 508-402-7700 x712	spaiva@crsrecycle.com	6, 7
Electronic Recyclers International, Inc.	Terry Grady 978-632-7666	tgrady@electronicrecyclers.com	7
Mill City Environmental Services	Brian Chapman 978-654-6741	bchapman@millcityenv.com	6
PSC Environmental Services dba/ Northbound Environmental	Aram Jeknavorian 401-781-6340; 832-317-9253	Aram.Jeknavorian@pscnw.com	1, 2
RMG Enterprise, Inc.	Robert Gallinaro 603-437-6945 x23	bobg@rmgenterpirse.com	7
Stericycle, Inc.	Eugene Tan 847-943-6636	etan@stericycle.com	3

Vendor List and Contact Information *(continued)*

Triumvirate Environmental, Inc.	Thomas Aicardi 800-966-9282	busdev@triumvirate.com	1
Veolia ES Technical Solutions, LLC	Phil LoRicco 781-341-6080 x211	Philip.loricco@veoliaes.com	6

Pricing and Purchase Options

Most purchases made through this contract will be made on a fee for service basis. Eligible Entities may purchase waste containers and packaging outright in cases where they are not provided as part of the service.

Referencing the Statewide Contract. In order to ensure that you receive all the benefits and savings associated with the statewide contract, please **always reference the statewide contract** and the document number (FAC53) when opening an account or signing a service agreement with a Contract vendor.

Statewide Awards. All Contractors provide services statewide.

Performance and Payment Time Frames which Exceed Contract Duration. All agreements for services entered into during the duration of this Contract and whose performance and payment time frames extend beyond the duration of this Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No written agreement shall extend more than two (2) years beyond the final termination date of this Statewide Contract. No agreements for services may be executed after the Contract has expired.

Detailed Specifications and Pricing

Appendix A. Appendix A of this document provides detailed specifications for the services available on this contract. Notes on the price structure for each category are also provided as part of the appendix.

Price files. Price Files (separate files for each award category) are posted for each contractor under the “Vendor(s)” Tab of the contract record on [Comm-PASS](#). Note that each price file includes two or more worksheets.

No surcharges. No transportation, fuel, energy, insurance or any other surcharges will be allowed throughout the duration of the contract(s).

No pre-payments. Contractor must not request any form of pre-payments by the Eligible Entity before the service is rendered.

Quotations and Negotiation

All pricing on this contract is “ceiling” or “not-to-exceed” pricing. Eligible Entities have the right to issue requests for quote or negotiate with contractors in order to enhance the value of the contract.

Prevailing Wage Requirements

All or part of the service(s) available under this RFR and resulting contracts may require

the payment of prevailing wages pursuant to G.L. c. 149, Sections 26 through 27D (construction); Section 27F (trucks, vehicles and other equipment performing public works functions (non-construction); Section 27G (moving office furniture) and 27H (state cleaning contracts). The awarding authority has a legal obligation to request a prevailing wage schedule from the Department of Labor Standards (DLS) at www.mass.gov/dols. If this is a statewide contract or department contract that can be used by other eligible public entities, then any such eligible public entity that uses the contract will be considered the “awarding authority” and must also request a prevailing wage schedule at the time of the engagement of the contractor for specific services. In addition, bidders and proposers must agree to comply with the Prevailing Wage Law, as administered by the DLS. Questions regarding the Prevailing Wage Law may be answered by accessing the [DLS website](#) at or by calling the DLS Prevailing Wage Program at (617) 626-6953.

Summary of Where to Obtain Important Contract Information

To obtain in depth contract information please go to the Comm-PASS (www.comm-pass.com) website, click on “Contracts” then search by document number to locate the following contract FAC53 information:

Contract User Guide	“Forms & Terms” tab
Prices for Contract Services	“Vendor Page” tab (at the bottom)
RFR Document Citing Requirements Specifications	“Forms & Terms” Tab
Purchase Order Form for Cities and Towns	“Forms & Terms” Tab

Strategic Sourcing Services Team Members

Dmitriy Nikolayev	OSD
Brooke Nash	DEP

Appendix – Detailed Contract Specifications

The following information is adapted from the two RFR documents associated with this contract. The provisions below are considered key provisions of the contract.

Category 1 – Hazardous Materials Collection and Disposal

Awarded Contractors

Contractor	Contact Name / Phone	Email	Awarded Category
Clean Harbors Environmental Services, Inc.	Bob Smith 781-380-7126	smithro@cleanharbors.com	1, 2
PSC Environmental Services dba/ Northbound Environmental	Aram Jeknavorian 401-781-6340; 832-317-9253	Aram.Jeknavorian@pscnw.com	1, 2

Triumvirate Environmental, Inc.	Thomas Aicardi 800-966-9282	busdev@triumvirate.com	1
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Services and Materials Covered

Contractors collect, manage and properly dispose of material categories listed below:

- automotive wastes and related materials
- flammable liquids
- halogenated and non-halogenated organic solvents
- paint and paint products, latex and oil based
- acid, alkaline and aqueous solutions with heavy metals
- lab pack pesticides/herbicides, and lab pack other chemicals
- aerosol cans
- liquid oxidizers and solid bulk oxidizers
- liquid mercury and mercury saturated articles
- refrigerants
- fire suppression chemicals
- friable asbestos and asbestos contaminated articles
- vinyl asbestos tile or other conditionally exempt asbestos containing materials
- soil contaminated with petroleum hydrocarbons, less than 100 CY
- soil contaminated with solvents, less than 10 CY
- soil contaminated with below RCRA TCLP levels of heavy metals other than mercury, less than 10 CY
- other debris or animals contaminated with chemicals (e.g. lab specimens)
- heavy metal bearing solids (e.g. paint chips)
- propane tanks
- unknown compressed gases
- hazardous sludges (floor drains, oil/water separators, oil tank bottoms)
- grease trap waste
- PCB contaminated materials >50 ppm

Upon request from an Eligible Entity for the collection of a specific material, Contractors must inform the Eligible Entity whether or not the identified materials will be collected. Pricing for all such requests must be negotiated between the Eligible Entity and the Contractor.

Collection and Transport

The Contractor must ensure that all waste materials are appropriately sorted, packed, collected from Generating Facilities and transported to approved recycling, treatment or disposal facilities in accordance with all applicable regulations. The Contractor must schedule a pick-up within five (5) business days of phone or fax contact from an Eligible Entity. The Contractor must provide the following services:

- Notify the Eligible Entity between 48 and 24 hours prior to pick-up to confirm scheduled pick-up time or request a change.
- Prepare all required shipping papers for the transport of items under the contract.
- Pick-up waste from Generating Facility within 15 business days from initial request, unless otherwise requested in writing by the Eligible Entity.

- Classify, package or repackage waste, as necessary, in DOT approved shipping containers.
- Divert solid waste to designated solid waste containers. While the contractors are required to divert solid waste into a separate container, note that they will not provide a solid waste disposal service. Solid waste disposal services are available on Statewide Contract FAC33.
- Provide appropriate labels to meet shipping requirements.
- Load containers onto truck with contractor-provided equipment and labor.
- Transport waste to designated Receiving and Destination Facility(ies).
- Maintain 24-hour phone service at all times that hazardous materials are in transit.
- Submit itemized invoice directly to the Eligible Entity within 30 days of pickup, including waste management unit charges, numbers of units, transportation charges and labor charges and dates services were provided.

It will be the responsibility of the Contractor to determine whether or not any waste oil collected under this contract has been contaminated prior to collection. Contractor(s) may elect to collect oil separately if contamination is suspected. Under no circumstances will an Eligible Entity be responsible for paying for the disposal of contaminated oil if such oil has been bulked or otherwise mixed with other oil.

Vendors must offer services on the Boston Harbor Islands. Any services provided on Boston Harbor Islands or other islands not identified in this RFR will be negotiated between the Contractor and the Eligible Entity.

Identification of Unknowns and Management of Abandoned Waste

All contractors provide for profiling, identification and the safe collection and disposal of abandoned hazardous waste or other unknown wastes at the request of the Eligible Entity. Vendors and/or Sub-Contractors are required to be able to:

- Respond within 5 business days to calls for management of abandoned waste;
- Wear appropriate PPE in accordance with OSHA 1910.120;
- Perform field chemical screen for unknown wastes;
- Provide analytical services, as applicable, to characterize waste, if field screens are not sufficient;
- Provide on-site sample collection services with any necessary equipment and supplies, including chain-of-custody form;
- Repack or over-pack the container in which it is found;
- Move waste to a safe location for the time required for lab analysis;
- Manifest and provide for safe disposal of the waste according to contract prices;
- Provide lab data and any other relevant information to the Eligible Entity.

Hourly rates for staff responding to requests for management of abandoned waste can be found in the Category 1 Price File, "Unknown and Abandoned Wastes" worksheet. The hourly rate for field chemist will include all field testing equipment and supplies. Contractors are required to provide the following analyses (analysis methods refer to the most current update found in SW 846 Test Methods for Evaluating Solid Waste):

- Volatile organic compounds, EPA method 8260;

- Petroleum hydrocarbon analysis, VPH / EPH – DEP methodology with methanol preservation for oil contaminated soil;
- Pesticides/PCBs, EPA method 8082;
- TC metals, EPA method 1311;
- Ignitability, EPA method 1010;
- Reactivity, (SW 846 volume 1, section C chapter 7);
- Corrosivity, EPA method 9045.

Recycling and Disposal Services

The Contractor will provide for the ultimate disposition of wastes at approved Receiving Facilities through recycling, reclamation, treatment, fuel blending, incineration or land disposal in accordance with all applicable local, state and federal rules and regulations. Eligible Entities may request that waste materials be managed by the Receiving Facilities according to the following waste management hierarchy: (1) Recycled; (2) Reclaimed; (3) Neutralized or treated; (4) Fuel blended; (5) Incinerated; (6) Landfilled

The Contractor will ensure that Receiving Facilities:

- Recycle or reclaim all applicable waste materials.
- Neutralize or treat all applicable waste materials.
- Dispose of remaining waste materials.
- Send appropriate copies of all manifests back to the Generating Facility within regulatory time limit.
- Send certificate of recycling for all recycled materials to the Generating Facility within 180 days of receipt by the Destination Facility as noted on the manifest or shipping paper.
- Send certificate of destruction for all non-recyclable material to the Generating Facility within 180 days of receipt by the Destination Facility as noted on the manifest or shipping paper.
- Vendors must describe their procedure for assessing supplemental charges to the Generating Facility, such as handling charges for contaminated waste materials destined for recycling.

Storage Containers

Contractors offer for sale all storage containers necessary to properly handle hazardous materials, including, but not limited to: 1 gal pails; 5-gal pails; 30 gallon drum; 55 gallon drums; 85-gallon drums; Cubic-yard boxes; 80 gallon over-pack containers. Contractors also offer hazardous waste storage labels at no cost to Eligible Entities who purchase storage containers from the Contractor.

High Hazard Waste Management

All three Category 1 contractors offer High Hazard Waste Management services. Pricing for the services is provided in the Category 1 Price File, “Containers, Transport, Labor” worksheet.

Emergency Response (ER) Services

All three Category 1 contractors offer Emergency Response (ER) services that facilitate the containment and removal and disposal of sudden releases of oil and hazardous materials (OHM); and to facilitate preliminary response actions and risk reduction

measures by the removal and disposal of reportable concentrations of OHM in soil, on public properties, for the purposes of protecting public health, safety, welfare and the environment.

It is not the intent of this contract to provide a remediation service. It is intended for situations that require immediate emergency actions of limited scope and duration in order to protect public health and the environment.

Response Actions covered by this contract are limited to the following activities: Limited Removal Actions (LRA), Immediate Response Actions (IRA), Release Abatement Measures (RAM), and Utility-related Abatement Measures (URAM) and includes all documentation associated with the aforementioned activities. Without exception, contractors are responsible for adherence to all relevant sections of the Massachusetts Contingency Plan (MCP, 310 CMR 40.0000) when performing response services under this contract.

Emergency Response Services as defined in this contract are those Response Actions as defined in 310 CMR 40.0400 et seq. required to assess, contain, isolate, remove or secure a release or threat of release of oil and/or hazardous materials. Contractors must be able to respond to emergencies within a two hour time frame, which means contractors must have equipment and personnel on-site and ready to begin work within two hours of being contacted by an agency. Immediate Response Actions shall be taken by those parties responsible for a release, to assess and, where necessary, remediate all releases and threats of release of oil and/or hazardous materials to the environment.

The chief distinction between Emergency Response Services and Immediate Response Actions is that the latter category can be planned and scheduled in advance. Contractors providing IRA services may therefore be required by Eligible Entities to submit work plans, cost estimates, project schedules and other planning documents prior to commencing the service.

Contractors providing ER or IRA services must comply with the following:

- For Emergency Response Services, upon receipt of a Mobilization Order from an authorized Eligible Entity employee, the Contractor must promptly initiate mobilization and deployment of such personnel, equipment and other resources as directed by the Eligible Entity. If the Eligible Entity's call to a contractor is picked up by an answering service, the contractor must call the Eligible Entity field representative back within 10 minutes, or the Eligible Entity will cancel the mobilization order and call another contractor.
- For Emergency Response Services, the Contractor shall commence the response action as soon as possible and, unless otherwise authorized by the Eligible Entity in no case later than two (2) hours following receipt of the Mobilization Order, except in the case where the response action is on either Nantucket, Martha's Vineyard, or the Elizabeth Islands, in which case the contractor shall commence the response action as soon as possible but not later than three (3) hours following receipt of the Mobilization Order. The response action shall not be deemed to commence until all necessary personnel and equipment are at the location and have begun working as determined by the Eligible Entity's field representative, unless the Eligible Entity authorizes an earlier commencement based on an agreed-upon sequence of arrival of personnel and equipment. The

Commonwealth shall not be liable for any costs incurred by the contractor prior to the response action commencing. If a Contractor commits to meeting the response time established by the Eligible Entity in a mobilization order, and fails to do so, the Commonwealth may impose sanctions, including reducing payment to the contractor for that day's work by 10% for every half-hour the contractor is late, and/or cancelling the mobilization order and calling another contractor. A pattern of failure to meet response times may result in the imposition of future sanctions including suspension or termination from the contractor rotation schedule.

- For Immediate Response Action Support Services, upon Eligible Entity approval of a Work and/or Cost Plan (if required), and authorization by the Eligible Entity to proceed.

The Contractor will bear principal responsibility for determining the extent and nature of the circumstances of all releases or threats of releases of oil or hazardous materials and the techniques and methods for dealing therewith. However, the contract allows Eligible Entities to limit or otherwise determine the ultimate extent and level of effort to be applied in response actions, and to restrict or otherwise control the contractor's level of effort in Immediate Response Action activities in compliance with State laws and statutes and Eligible Entity policies and procedures. In such event, the contractor shall perform services under this contract in accordance with any such limitation or determination. Should the contractor object, it shall, upon receiving notice of such limitation or determination, orally state with particularity such objections and the reasons for them and shall provide as soon as reasonably possible a written notice to the Contract Administrator describing with particularity such objection and the reasons for them.

Training and Technical Assistance

All three Category 1 contractors offer basic training and education to users of the contract within this category, including basic education to users on processes and procedures for appropriate storage, handling or packaging of hazardous materials.

In addition to basic training needs, Clean Harbors and Triumvirate Environmental provide more in-depth training to help reduce the threat hazardous waste poses to staff, the public and the environment. Training topics in various formats (e.g. online, 2-4 hours, full-day) include but are not limited to:

- Physical Set Up/Handling standard operational procedures (SOP's)
- Tracking and Documentation
- Awareness of Hazards
- Pollution Prevention

Contractors are also capable of providing such services as fume hood evaluation, remedial technical assistance, preparation to RCRA audits and other services related to hazardous waste. The availability of such services varies by contractor. Please see the Category 1 Price File "Containers, Transport, Labor" worksheet for information on service availability and pricing.

Spill Response

The Contractor is solely responsible for any and all spills or leaks that arise out of their contract obligations, and which occur as a result of or are contributed to by the actions

of its agents, employees or subcontractors. The Contractor shall be responsible for clean-up of said spills in accordance with applicable federal, state and local laws and regulations, which may include Licensed Site Professional services. The contractor shall clean up and dispose of spill debris at no additional cost to the Commonwealth or the generating facilities

Compensation Structure/Pricing

The total disposal cost for the Eligible Entity will be calculated as a sum of the applicable components below:

- Material Collection, Transportation between the Contractor's Receiving and Destination Facilities and Ultimate Disposal,
- Transportation from the Generating Facility to the Contractor's Receiving Facility,
- Containers
- Waste Profiling
- Labor
- Any additional products/services

Transportation Pricing

- Vendors must provide a fixed price for the pick-up, preparation of manifest and transportation of the quantity ranges identified on the form for each pricing region. Items are defined as 5-gallon pail, 30 or 55 gallon drum, cubic yard box or other DOT approved shipping units. These shipping charges will apply to any and all materials collected through this Contract.
- Vendors must offer the handling and collection of hazardous materials on the Boston Harbor Islands. Any services provided for the handling and collection of hazardous materials on Boston Harbor Islands or other islands not identified in this RFR will be negotiated between the Contractor and the Eligible Entity.

Emergency Response and Immediate Response Action Pricing

- Pricing for emergency response services is provided on the appropriate worksheet of the Category 1 Price File. Certain emergency responses services are covered by Prevailing Wage Laws and contractors must pay the applicable prevailing wage rates.
- Any tests, services, material and/or personnel not listed in the Category 1 Price File for ER services may be provided through this contract following negotiation with the Eligible Entity. The rates quoted must be inclusive of wages, fringe benefits, travel time, administrative costs, overhead and profit, directly or indirectly related to the performance of the services performed under the contract. Overtime rates must exclude office administrative costs and overhead, and vacation and sick time allowances which are covered by the rates quoted for straight time work. All scheduled Immediate Response Action Support Services activities are to be performed during straight time hours. For those IRA Support Services where overtime is appropriate and for ER Services, overtime will only be allowed for those individuals working at the site of the response action unless specifically authorized by the Eligible Entity. Holidays shall mean federal holidays.

Category 2 – Hazardous Waste Collection Events

Awarded Contractors

Contractor	Contact Name / Phone	Email	Awarded Category
Clean Harbors Environmental Services, Inc.	Bob Smith 781-380-7126	smithro@cleanharbors.com	1, 2
Clean Venture, Inc.	Michael Wedge 508-872-5000	mnowal@cyclechem.com	2
PSC Environmental Services dba/ Northbound Environmental	Aram Jeknavorian 401-781-6340; 832-317-9253	Aram.Jeknavorian@pscnw.com	1, 2

Services and Materials Covered

Contractors provide hazardous waste collection event services in accordance with 310 CMR 30.390, Provision for Accumulation of Household Hazardous Waste. Prior to each event, the Contractor must:

- Provide to the Eligible Entity, upon request, a method for estimating participation at one-day event, based on the Eligible Entity's service area and population and previous experience with event collections;
- Establish agreement with the Eligible Entity to reserve date and required number of trained staff;
- Notify the Department of Environmental Protection at least one month in advance of the event of the scheduled collection date;
- Provide to the Eligible Entity an Operations Plan at least 14 days prior to the event that covers the following issues:
 - site preparation, including laying impervious ground cover, covering drains and posting No Smoking signs
 - schedule
 - waste packing protocol
 - testing of unknowns
 - handling of unacceptable wastes
 - equipment list
 - record keeping and reporting
 - site clean-up within 24 hours of the close of the event.
 - emergency and safety procedures
- Name as additionally insured the sponsoring Eligible Entity; and,
- At least one week before the event, meet or consult with the sponsoring Eligible Entity to review the Operations Plan, including site layout, responsibilities and procedures.

It is assumed that the Eligible Entity will provide a map of the site to the Contractor upon establishing the agreement to reserve the event date as well as staff or volunteers to direct traffic and check identification at the event. Other specific functions can be negotiated on a case by case basis.

At the event, the Contractor is required to:

- Provide 40-hour OSHA trained site supervisor and number of staff specified in agreement, all of whom are 24-hour OSHA trained
- Prepare the site as indicated in the Operations Plan
- Provide all equipment and supplies necessary for carrying out the event collection
- Train all volunteers on emergency and evacuation procedure
- Accept all wastes described as acceptable in Appendix 5, Hazardous Waste Event Product Acceptance List. In addition to the types of waste listed as unacceptable in Appendix 5, Eligible Entities may choose not to accept certain other types of waste depending on their household hazardous waste programs and other factors.
- Accept generator status for waste collected, using Contractor's EPA ID#
- Perform collection event duties, including off-loading cars, classifying, bulking and packing waste for transport, labeling shipping containers, preparing manifests and other shipping papers
- Identify and categorize unknown waste materials
- Accept waste from pre-registered VSQGs on a user-pay basis
- Consolidate waste to the maximum safe and legal extent possible
- Divert empty recyclable containers to the Eligible Entity's recycling containers
- Divert solid waste to designated solid waste containers. While the contractors are required to divert solid waste into a separate container, note that they will not provide a solid waste disposal service. Solid waste disposal services are available on Statewide Contract FAC33.
- Conduct emergency response procedures for all unforeseen releases, fires or other hazardous situations
- Transport hazardous waste to Receiving Facilities
- Clean-up site to original condition
- Provide itemized invoice within 30 days of collection with a legible copy of the manifest with copies of packing lists for lab pack drums
- In the case where multiple Eligible Entities are participating, report the quantities of waste collected from each Eligible Entity
- Send certifications of recycling and destruction, as appropriate

Contractors must bring spill response materials, including a mercury spill kit, to all collection events.

The Contractor may be asked to operate a permanent household hazardous waste collection center in accordance with 310 CMR 30.393. In this case, the Operations Plan required will be modified to include only those elements that have not been previously established by the Eligible Entity. If negotiated with the Eligible Entity, the Contractor must divert predetermined reusable materials to a specified reuse area. If the Contractor will accept generator status for the waste, the Contractor must apply for a site-specific EPA ID number and must perform weekly inspections of the stored waste.

The Contractor must provide for the ultimate disposition of wastes at approved Receiving Facilities through recycling, reclamation, treatment, fuel blending, incineration or land disposal in accordance with all applicable local, state and federal rules and regulations. Eligible Entities may request that waste materials be managed by the Receiving Facilities according to the following waste management hierarchy: (1) Recycled; (2) Reclaimed; (3) Neutralized or treated; (4) Fuel blended; (5) Incinerated; (6) Landfilled.

Vendors must offer services on the Boston Harbor Islands. Any services provided on Boston Harbor Islands or other islands not identified in this RFR will be negotiated between the Contractor and the Eligible Entity.

Additional Services

Contractors are able to provide the following additional services :

- Online event registration: set up a webpage enabling Eligible Entities to register community members to attend the event.
- In cases where multiple Eligible Entities sponsor one event, issuing separate invoices for those Eligible Entities

NOTE: Clean Venture and PSC Environmental Services provide those services free of charge; Clean Harbors charges for those services. See the Category 2 Price File, "Other Fees" worksheet for pricing information.

Training

All three Category 2 contractors offer basic training and education to users of the contract within this category, including basic education to users on processes and procedures for appropriate storage, handling or packaging of hazardous materials. Consult the Contractor regarding other training services available and fees associated with such training.

Spill Response

The Contractor is solely responsible for any and all spills or leaks that arise out of their contract obligations, and which occur as a result of or are contributed to by the actions of its agents, employees or subcontractors. The Contractor is responsible for clean-up of said spills in accordance with applicable federal, state and local laws and regulations, which may include Licensed Site Professional services. The contractor will clean up and dispose of spill debris at no additional cost to the Commonwealth or the generating facilities

Compensation Structure/Pricing

Each Category 2 Contractor offers two pricing plans: per-car and per-item. All prices include labor, travel time, containers, packaging material, labels, placards, paperwork, safety and spill control equipment as well as any other costs necessary to accomplish the scope of work for this category.

The price specified will be the highest price which may be charged for this item under the contract. Eligible Entities may negotiate better pricing with Contractors on an individual basis.

Per-Car Pricing

- A “car” or “car-equivalent” is defined as each increment of acceptable hazardous material up to 25 pounds if solid or 25 gallons if liquid, excluding other items priced separately. Similarly, a “half-car” is defined as each increment of acceptable hazardous material up to 10 pounds if solid or 10 gallons if liquid, excluding other items priced separately. Such excluded other items are listed as “desirable” on the price sheet.
- Multiple “car-equivalents” shall be a whole number based upon the total weight or volume of hazardous waste divided by 25 pounds or 25 gallons and rounded up.
- “Unsorted household hazardous waste” shall include linear and other fluorescent light bulbs added to the weight of the other material using the following factors:

Product	Conversion Factor
Linear fluorescent	0.5 lbs per each 4 linear ft
U-tube	0.5 lbs each
HID bulb	0.5 lbs each

- “Per-Car Pricing” is provided on the Category 2 Price File.
- If an Eligible Entity using per-car pricing elects to include any of the “desirable” items listed on the price sheet into the list of items acceptable at an event, these items will not be included into the “car-equivalent” count and will be charged for separately based on the rates provided on the price sheet or agreed on by the Contractor and the Eligible Entity.

Per-Item Pricing

- Per-item prices for specific types of hazardous waste are listed in the Vendors Price file, on the “Per-Unit Pricing” worksheet.

Category 3 – Medical/Infectious Waste Collection and Disposal

Awarded Contractor

Contractor	Contact Name / Phone	Email	Awarded Category
Stericycle, Inc.	Eugene Tan 847-943-6636	etan@stericycle.com	3

Services and Materials Covered

The Category 3 Contractor provides services for the following material categories as defined within 40 CFR Part 259.30, and amendments thereto:

- Cultures and Stocks of Infectious Agents and Associated Biologicals
- Human Blood and Blood Products
- Contaminated Sharps
- Isolation Waste
- Unused Sharps

- Residually Contaminated Materials

Full-Service Program Requirements

The Contractor provides a full service program, at no added charge, including all packaging supplies and labels, transportation, proper disposal and manifesting of an Eligible Entity's infectious waste in compliance with all appropriate regulations.

- The Contractor provides all supplies for packaging waste, at no additional cost to the Commonwealth, which will be delivered to each Eligible Entity on an as needed basis and will include, but not be limited to, regulated corrugated boxes, red plastic liners (minimum of 3 mil thickness), 30 gal containers, barrels, carton tape, labels and manifests. It will be the responsibility of each Eligible Entity to ensure boxes are filled and sealed by an Eligible Entity employee, including proper labeling of boxes and manifests. One (1) signed manifest is required for each shipment of boxed waste.
- The Contractor will return signed manifests to each Eligible Entity to serve as a tracking document for the shipment and proper disposal of medical waste generated by Generating Facility using contractor services.
- The Contractor will provide transportation in properly permitted and licensed trucks, from each Generating Facility utilizing the Vendor's services to permitted and certified receiving and destination facilities for disposal according to all Federal, State and Local laws.
- The Contractor will pick-up boxed/containerized waste on an established schedule, agreeable to each Eligible Entity, during week days, during normal Commonwealth facility hours as agreed upon, which may be, but is not limited to 7:00 a.m. to 4:00 p.m.
- The Contractor will take title to the waste once waste is fully loaded onto the contractor's transportation vehicle.
- The Contractor offers in-service education regarding medical and chemotherapeutic waste management which will be conducted by qualified training personnel on the contractor's staff in order to allow Commonwealth facilities, using a contractor's services, to comply with JCAHO and HCFA Safety education requirements. The Contractor will also serve as a liaison between Commonwealth purchasing facilities and governmental/regulatory agencies to obtain and provide accurate, up-to-date information pertaining to applicable environmental regulations, at no additional cost.

Non-Commercially Generated Sharps Collection Program Requirements

The Contractor will also service Eligible Entities that provide collection programs for non-commercially generated sharps.

Additional Services

The Contractor is capable of providing the following additional services upon request:

- Monthly volume reports to facilities who request them
- Fixed fee and/or volume reduction program
- Waste stream management analysis

Training

The Contractor offers basic training and education to users of the contract within this category, including basic education to users on processes and procedures for

appropriate storage, handling or packaging of covered materials. Consult the Contractor regarding other training services available and fees associated with such training.

Spill Response

The Contractor is solely responsible for any and all spills or leaks that arise out of their contract obligations, and which occur as a result of or are contributed to by the actions of its agents, employees or subcontractors. The Contractor shall be responsible for clean-up and remediation of said spills in accordance with applicable federal, state and local laws and regulations. The contractor shall clean up and dispose of spill debris and provide any other decontamination and remediation measures needed at no additional cost to the Commonwealth or the generating facilities.

Compensation Structure/Pricing

The pricing provided in the Category 3 Price File is based on collecting waste in the following container sizes: 4.0 cubic yard box, 4.5 cubic yard box, 30 gallon container. The Price File also includes an alternative pricing structure for medical waste (per pound as well as per container), and Eligible Entities may choose the price structure that is most advantageous for their situation. Eligible Entities may also negotiate better pricing with Contractors on an individual basis.

Category 4 – Containers for Non-Commercially Generated Sharps Collection – Not Currently Awarded

The contract in this category was not awarded due to low bidder participation.

Category 5 – Absorbent Recycling for Automotive Fluids – Not Currently Awarded

The contract in this category was terminated at the Contractor's request.

Category 6 - Mercury Waste

Awarded Contractors

Contractor	Contact Name / Phone	Email	Awarded Category
Complete Recycling Solutions, LLC	Steve Paiva 508-402-7700 x712	spaiva@crsrecycle.com	6, 7
Mill City Environmental Services	Brian Chapman 978-654-6741	bchapman@millcityenv.com	6

Veolia ES Technical Solutions, LLC	Phil LoRicco 781-341-6080 x211	Philip.loricco@veoliaes.com	6
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Recycling of Spent Fluorescent Lamps

The Contractor will collect and provide processing and recycling of intact fluorescent lamps generated at facilities. Processing of spent fluorescent lamps will include, at a minimum:

- Dismantling of lamps
- Separation of all metals, glass, mercury-phosphor powder, and other recoverable or recyclable components
- Capture of all mercury vapor
- Retorting, purification, recovery and recycling of all mercury
- Recycling or reuse of all non-hazardous metals, glass, phosphor, and other recyclable components.

Recycling of HID and Other Lamps

The Contractor will collect and provide processing of intact HID and other lamps (including neon, mercury vapor, high-pressure sodium, and metal halide lamps) generated at Eligible Entity facilities. Processing of HID and other lamps will include, at a minimum:

- Dismantling of lamps
- Separation of all metals, glass, lead, mercury, mercury-rich powder, and any other recyclable components
- Waste analysis
- Capture of all mercury vapor
- Retorting, purification, recovery and recycling of all mercury
- Recycling or reuse of all non-hazardous glass, metals, sodium, and other recyclable components

Management of Elemental Mercury and Mercury Contaminated Items

The Contractor will collect and process elemental mercury and items contaminated with mercury including but not limited to spill cleanup materials and clothing contaminated with mercury. Processing of these items will include at a minimum:

- Separation of all metals, glass and other recoverable components
- Capture of all mercury and mercury vapor
- Retorting, purification, recovery and recycling of all mercury
- Recycling or reuse of all non-hazardous metals, glass, phosphor, and other recyclable components

Recycling of Other Mercury Containing Devices

The contractor will collect and provide processing of other mercury containing devices (including thermometers, barometers, thermostats, electrical switches, relays, medical and scientific instruments, and batteries) generated or collected by Eligible Entities. Processing of mercury containing devices will include, at a minimum:

- Dismantling of devices
- Separation of all metals, glass and other recoverable or recyclable components
- Capture of all mercury and mercury vapor

- Retorting, purification, recovery and recycling of all mercury
- Recycling or reuse of all non-hazardous metals, glass, phosphor, and other recyclable components

Management of PCB and DEHP Ballasts

The Contractor will collect and provide processing of non-leaking waste PCB and DEHP ballasts generated or collected by Eligible Entities. Processing of ballasts will consist of:

- Transferring of PCB and DEHP ballasts as PCB Bulk Waste for disposal at a properly licensed and approved facility under the Toxic Substances Control Act (40 CFR 761), and in accordance with 310 CMR 30.000; or
- Dismantling of ballasts, including:
- Separation of capacitors, potting material and any other PCB- or DEHP-contaminated materials in accordance with the decontamination provisions of the Toxic Substances Control Act (40 CFR 761), and
- Disposal of PCB Articles at a properly licensed and approved facility under the Toxic Substances Control Act (40 CFR 761), and in accordance with 310 CMR 30.00.
- Recycling of all non-contaminated glass, metal and other recyclable components.

Identification of Recycling Processes and End-Markets

Mercury and mercury-containing products collected under this contract cannot be landfilled or incinerated in the US or overseas. Vendors have certified that mercury recycled under this contract is further reused as feedstock for manufacturing new products or is retired at a MassDEP-approved elemental mercury long-term disposal facility.

Collection from Generating Facilities

- The Contractor is responsible for picking up products from the generating facility as outlined below. Collection from a generating facility must be provided within 10 business days of a completed service order. The minimum order shall be \$50.
- Contractors provide for regularly scheduled pickups at generating facilities that request this service and can demonstrate that sufficient volumes will be generated to warrant this type of service.
- Collection service within 2 days is also available for an “expedited service charge” of \$50-150 per collection. See the Category 6 Price File for pricing.

Acceptance of Deliveries at Contractor’s Facility

- Contractors must allow for deliveries of mercury and mercury-containing products by Eligible Entities or via an independent trucking company working on behalf of the Eligible Entity directly to the Contractor’s facility. It is anticipated that the Contractor’s facility shall be given ample notice for scheduling the receipt of such deliveries, but not to exceed 10 days from the initial request by the Eligible Entity. The Contractor will agree to set no minimum delivery amount for deliveries made directly by Eligible Entities. The contractor will notify Eligible Entities of all delivery and equipment requirements necessary for the Contractor’s facility to accept the material. Pricing for processing such delivered material is provided in each Contractor’s Price File for this category.

Collection Event Management

- All three Category 6 Contractors provide one-day collection event management services for mercury containing articles from residents and businesses. The location and date would be selected by the generating facility and arranged with the contractor no less than one month in advance of the event or in a mutually agreed upon time frame. Contractors will be expected to collect and pack materials brought by participants, manage any spills of mercury and transport collected materials to the processing facility. Contractors would be expected to provide storage containers, packing materials, spill cleanup materials and any record keeping and billing supplies mutually agreed to with the generating facility. Contractors must provide these services at a minimum.

Collection and Recycling of Non-Mercury Batteries and Mercury Spill Kits

- All three Category 6 Contractors offer collection and recycling services for non-mercury batteries (such as nickel cadmium, nickel metal hydride, alkaline, lead acid and lead gel cell) and provide mercury spill kits. In their responses, Vendors that intend to offer these services must provide information on the specific items collected, proposed fees and all other conditions associated with these services.

Removal of Barometers from Schools

- All three Category 6 Contractors provide barometer removal service for schools. Such service must include providing a DOT approved shipping container, a liner and any packing material required to ship the specific sized barometer. Such service must also include removal of the barometer from the wall and packing it directly into the shipping container to avoid potential breakage or leakage of mercury. Personnel performing this service must be equipped with a mercury spill kit and know how to use it in the event of a leak or spill. In their responses, Vendors that intend to offer this service must provide information on all fees and other conditions associated with these services.

Service Pricing

Service pricing structure for this category is presented on the “Category 6 – Mercury” Worksheet of the Price File.

Category 7 – Electronic Waste

Awarded Contractors

Contractor	Contact Name / Phone	Email	Awarded Category
Complete Recycling Solutions, LLC	Steve Paiva 508-402-7700 x712	spaiva@crsrecycle.com	6, 7
Electronic Recyclers International, Inc.	Terry Grady 978-632-7666	tgrady@electronicrecyclers.com	7

RMG Enterprise, Inc.	Robert Gallinaro 603-437-6945 x23	bobg@rmgenterpirse.com	7
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Capability to Handle Specific Types of Electronic Equipment

- All Vendors in this category are capable of collecting and recycling the following minimum list of materials:
 - Televisions, computer monitors and other equipment containing cathode ray tubes (CRT),
 - Televisions, computer monitors and other equipment with liquid crystal displays (LCD),
 - Data processing and storage equipment, including computer central processing units (CPUs), laptops, servers and data storage devices of similar size.
 - Computer peripherals, including keyboards, mice, desktop printers, scanners and multi-functional products (MFPs).
- Contractors are able to collect and recycle other types of electronic materials, including, but not limited to, other computer peripherals, cellular phones, digital cameras, MP3 players, and video-game equipment. Considering the wide and evolving range of equipment accepted by the Contractors, Eligible Entities should consult the Contractors regarding types of equipment not listed above that they would like to recycle.

Compliance with CRT and Mercury Laws and Regulations

- Vendors are required to comply with all applicable laws and regulations regarding the management of CRTs and mercury-added products. All Vendors must comply with the Federal rule on exporting CRTs and CRT glass for reuse and recycling (40 CFR 261.39(a)(5), 40 CFR 261.40, 40 CFR 261.41) and any additional or subsequent relevant regulations.
- For facilities located in Massachusetts, the applicable regulations are 310 CMR 16.05: CRT Operations, 310 CMR 30.104(2)(q): Wastes Subject to Exemption to the Hazardous Waste Regulations (Non-Commodity CRTs) and 310 CMR 19.017: Waste Disposal Bans.
- Finally, facilities located in Massachusetts must comply with the Act Relative to Mercury Management (Chapter 190 of the Acts of 2006, also known as the “Massachusetts Mercury Management Act”), which prohibits disposal of mercury-added products in Massachusetts.

Responsible Recycling (R2) Practices and R2 Certification

- Service specifications for this category are based on the Responsible Recycling (R2) Practices for Use in Accredited Certification Programs (currently referred to as the R2 Standard) available for download from the [R2 Website](#).
- Material processing specifications for this category can be found in the document titled “Request for Response (RFR) FAC53 Categories 6&7,” which is posted on the “Forms & Terms” tab of this contract on Comm-PASS.
- At the time of the publication of this Guide, two Contractors (Electronics Recyclers International and RMG Enterprises) were R2 certified, and the third Contractor (Complete Recycling) was in the process of obtaining its R2 certification.

Collection Requirements

Generating Facilities: The Contractors are responsible for picking up waste from the generating facility as outlined below. The Contractor is not required to collect quantities less than 200 pounds. Following a request for pick-up, the contractor is required to schedule collection within two (2) business days and make collection within ten (10) business days. Contractors must pay the Eligible Entity a storage fee of \$10 per ton per day if no collection is made within the required 10 business days. Contractors must notify the facility of the scheduled pickup time at least 24 hours in advance.

Additionally:

- Contractors are capable of providing regularly scheduled pickups at generating facilities that request this service and can demonstrate that sufficient volumes will be generated to warrant this type of service.
- Contractors will also provide collection services within 2 days (a charge of up to \$50 may apply).

Contractor's Facility: Contractors must allow for deliveries of CRT containing electronics and computer components by Eligible Entities or via an independent trucking company working on behalf of the Eligible Entity directly to the Contractor's facility. Eligible Entities must give Contractors ample notice (up to least 10 days) for scheduling the receipt of such deliveries. Contractors have agreed to set no minimum delivery amount for deliveries made directly by Eligible Entities. Contractors are required to notify Eligible Entities of all delivery and equipment requirements necessary for the Contractors' facilities to accept the material. Pricing for processing such delivered material is provided in each Contractor's Price File for this category.

Collection Event Management

- Contractors are required to provide one-day collection event management services to generating facilities for the collection of CRTs and electronic equipment from residents and/or businesses. The location and date would be selected by the generating facility and arranged with the Contractor no less than one month in advance of the event or in a mutually agreed upon time frame.
- Contractors must collect and pack materials brought by participants and transport collected materials to the processing facility. Contractors must provide storage containers, packing materials, and any record keeping and billing supplies mutually agreed to with the Eligible Entity.
- Contractors also offer the following services free of charge:
 - Provide online event registration: set up a webpage enabling Eligible Entities to register community members to attend the event (RMG Enterprises only).
 - Issue separate invoices for Eligible Entities in cases where multiple Eligible Entities sponsor one event (all contractors).

Service Pricing

- Service pricing structure for this category is presented on the "Category 7 – Electronics" Worksheet of the Price File. It should be noted that the Material Recycling Pricing does not include transportation, and a separate Transportation Charge applies to each

site from which materials are collected. Contractors may count two or more facilities belonging to the same Eligible Entity as one site if such facilities are located reasonably close to each other.